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Contract Database Metadata Elements

Title: **Owego Apalachin Central School District and Substitutes United in Broome (SUB), (2007)**

Employer Name: **Owego Apalachin Central School District**

Union: **Substitutes United in Broome (SUB)**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/11**

PERB ID Number: **8353**

Unit Size: **N/A**

Number of Pages: **20**

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AGREEMENT

**BETWEEN THE SUPERINTENDENT OF SCHOOLS
OF THE**

**OWEGO APALACHIN CENTRAL SCHOOL
DISTRICT**

-AND-

SUBSTITUTES UNITED IN BROOME

2007-2011

EXPERIMENT

1. The purpose of this experiment is to determine the effect of temperature on the rate of reaction between hydrogen peroxide and potassium iodide.

2. The reaction between hydrogen peroxide and potassium iodide is exothermic and produces iodine and water.

3. The rate of reaction can be measured by the time taken for a fixed volume of iodine to be produced.

4. The rate of reaction is expected to increase with increasing temperature.

5. The results of the experiment are shown in the table below.

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ARTICLE 1 DISTRICT - SUB RELATIONS

1.1. Recognition

1.1.1. The bargaining unit shall:

1.1.1.1. Include: all per diem substitute teachers and all per diem substitute nurses.

1.1.1.2. Exclude: all other employees.

1.1.2. Bargaining unit members who commence employment as a teacher shall be excluded from representation as a unit member for the entire duration of their service as a teacher.

1.1.2.1. Teacher shall refer to the New York State certified teachers who hold a long term substitute appointment by the Board of Education or part-time teacher appointment or probationary or tenure appointment in the District and are actively serving as classroom teachers.

1.1.3. Bargaining unit members who commence employment as a nurse shall be excluded from representation as a unit member for the entire duration of their service as a nurse.

1.1.3.1. Nurse shall refer to New York State registered nurses' who hold a long term substitute appointment by the Board of Education or part-time or full-time appointment by the Board of Education and are actively serving as a nurse.

1.2. Dues Deduction

1.2.1. The District agrees to deduct from the salaries of bargaining unit members, as per written authorizations from each bargaining unit member, dues for SUB and its affiliate and to transmit the monies promptly to SUB when collected. Except for new hires, all bargaining unit members who elect to have dues deducted shall notify the District of their intent no later than October 1st of each year. SUB agrees that it shall not alter its dues deduction rate more than once per year and SUB shall notify the District of any change on or before September 1st of each school year.

1.3. Substitute Folders/Orientation

1.3.1. Substitutes United In Broome shall make written recommendations to the District by August 1 of each school year, in regard to materials to be placed into a folder for bargaining unit members and what material should be given to bargaining unit members when they arrive at their assigned building. Nothing contained herein shall require the District to adopt said recommendation.

1.4. Conferences/In-service Courses

- 1.4.1. The District hereby encourages the members of the bargaining unit who are eligible to participate in in-service courses, activities, conferences, etc. which are offered or sponsored by the Owego Apalachin Central School District. Availability and eligibility for participation in said programs shall remain at the sole discretion of the District. The District shall not be responsible to pay or reimburse any bargaining unit member for any expenses associated with a program offered by the Owego Apalachin Central School District. Extended Term Substitutes shall have the option of attending Superintendent's Conference Days. Extended Term Substitutes attending conference days shall be paid their normal daily rate.

1.5. Substitute Availability

- 1.5.1. Prior to September 1 each year, each bargaining unit member will designate any periods of time during the school year when he/she will not be available to work as a substitute and will indicate any desired limitations (e.g. subjects, school buildings, grade levels, days of the week, etc.) on substitute assignments.

1.6. Agency Fee

- 1.6.1. The Owego Apalachin Central School District shall deduct from the salary of employees in the bargaining unit who are not members of SUB the amount equivalent to the dues levied by SUB and shall transmit the sum so deducted to SUB, in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York. SUB affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the laws of 1977 of the State of New York.
- 1.6.2. In the event that the Owego Apalachin Central School District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with Article 1.6. Agency Fee of the contract, SUB agrees to indemnify the Owego Apalachin Central School District and to hold it harmless for such expenses.

ARTICLE 2 COMPENSATION

- 2.1. Pay Rate Chart** – please see next page.

PAY RATE CHART
CERTIFICATION STATUS and ASSIGNMENT LENGTH

			<i>Extended Term Rates</i>	<i>Extended Term Rates</i>	<i>Extended Term Rates</i>
2007-08 To 2010-2011	Non- Certified Substitute Teacher	Certified Substitute Teacher & Substitute Nurse 1.0-19.5 days consecutively in same assignment	Non-Certified Substitute Teacher 20.0-39.5 days consecutively in same assignment; retro to day 1	Certified Substitute Teacher & Substitute Nurse 20.0-54.5 days consecutively in same assignment; retro to day 1	Certified Substitute Teacher & Substitute Nurse 55.0-89.5 days consecutively in same assignment; retro to day 1
2007-08 Full Day 2007-08 Half Day	\$88 \$48	\$97 \$53	\$131	\$140	\$165
2008-09 Full Day 2008-09 Half Day	\$91 \$50	\$101 \$56	\$137	\$146	\$172
2009-10 Full Day 2009-10 Half Day	\$95 \$52	\$105 \$58	\$143	\$152	\$179
2010-11 Full Day 2010-11 Half Day	\$99 \$54	\$110 \$61	\$149	\$158	\$187

Half day rate is only paid if the assignment is for a half day in the District. Two half day assignments on the same day in two different buildings or for two different teachers will be paid at the full day rate.

2.2. Longevity Stipend

- 2.2.1. A bargaining unit member who works sixty (60) or more per diem days during the 2007-2008 school year shall receive a one time longevity stipend of \$210 that shall be paid in the last paycheck of June 2008 or the first paycheck of July 2008.
- 2.2.2. A bargaining unit member who works sixty (60) or more per diem days during the 2008-2009 school year shall receive a one time longevity stipend of \$220 that shall be paid in the last paycheck of June 2009 or the first paycheck of July 2009.
- 2.2.3. A bargaining unit member who works sixty (60) or more per diem days during the 2009-2010 school year shall receive a one time longevity stipend of \$225 that shall be paid in the last paycheck of June 2010 or the first paycheck of July 2010.
- 2.2.4. A bargaining unit member who works sixty (60) or more per diem days during the 2010-2011 school year shall receive a one time longevity stipend of \$230 that shall be paid in the last paycheck of June 2011 or the first paycheck of July 2011.
- 2.2.5. Extended term substitute service by the bargaining unit member shall not be counted for determining the longevity stipend.

2.3. Call-In Pay

- 2.3.1. In the event that a bargaining unit member is called for an assignment and reports for duty, the bargaining unit member shall be paid the half day per diem rate to which he/she would have been entitled, if he/she had been allowed to complete the assignment, even though the assignment may be reduced, eliminated or otherwise filled. Bargaining unit members who are called for a specific day shall not be paid for that day if school is closed all day due to an emergency which is announced on local radio or television stations.
- 2.3.2. Emergency school closing shall not interrupt the continuity of service (i.e. school closings count the same as work days except for pay purposes).

2.4. Mileage

- 2.4.1. If a substitute teacher or substitute nurse has to commute between school buildings in order to perform their assignments, the substitute teacher or nurse will be reimbursed for mileage at the current rate established by the Internal Revenue Service.
- 2.4.2. To be reimbursed for mileage, the substitute teacher or nurse must provide information on a form provided by the District in accordance with the District's mileage chart.

2.4.3. It is understood that the provisions of this article shall apply only when the assigned work schedule of the substitute teacher or nurse requires that he/she work in more than one school building in a single day. Mileage reimbursement will not be paid for travel from the substitute teacher's or nurse's home to the work site.

2.4.4. It will be the substitute teacher's or nurse's responsibility to turn in all requests for mileage reimbursement and supporting documentation to the Personnel Office not later than January 15 for mileage incurred prior to January 1 and not later than five (5) days after the last day of student attendance for mileage incurred between January 1 and the end of the school year.

2.5. Full Day/Less Than Full Day

2.5.1. A bargaining unit member who is called for an assignment that is one-half day or less of the regular school day, as determined by the regular teacher's or nurse's workday shall be paid the half day per diem rate to which he/she is entitled. A substitute teacher or substitute nurse who works more than one-half day shall be paid for a full day.

2.6. Extended Term Absences

2.6.1. A bargaining unit member who is assigned and continues in the assignment for twenty (20) school days or more, shall receive salary for one (1) day of absence for personal illness or family illness for each twenty (20) school days of continuous service in that assignment. The unit member shall continue to receive the Extended Term Substitute rate of pay as if he/she had continually worked during this period.

2.6.2. Up to one (1) day of the unit member's continuity of service may be declared uninterrupted at the discretion of the building principal because of an extenuating circumstance that forced an extended term substitute to miss up to one (1) day of work prior to reaching twenty (20) days in that assignment. The unit member will not receive pay for the time he/she missed and the principal's decision shall not be grievable.

2.7 Extended Term/Long Term Substitute Assignment

2.7.1. Unit members shall progress through the per diem wage rates set forward for daily substitutes who work consecutive days in the same assignment. If a substitute teacher is given an appointment as a long term substitute in the same assignment, the payment for a long term substitute shall be made retroactive to the first day of the substitute assignment.

ARTICLE 3 WORK DAY, WORK LOAD, WORK YEAR

3.1. Work Day

- 3.1.1. In general, the work day of a bargaining unit member shall be determined by the starting and dismissal time of the regular teaching/nursing staff of the building to which he/she is assigned. However, unit members recognize their professional responsibility may extend beyond the formal school day and that the needs of the students, conferences, meetings and other professional duties are considered responsibilities of the bargaining unit member.

3.2. Work Load

- 3.2.1. The number of assignments given to a bargaining unit member shall be no greater than and of a nature to those of a regular classroom teacher or regular registered nurse, for example: study hall duty, bus duty, cafeteria duty, hall duty, in-school suspension duty and homeroom duty. Nothing contained herein shall prohibit the District from assigning bargaining unit members to cover another class or assignment not included in the regular teacher's or nurse's schedule.

Unit members assigned duties after the regular school day (including but not limited to Curriculum Night, Open House, student supervision at plays, concerts, and/or sporting events, parent teacher conference, etc.) shall be paid their pro-rata hourly rate for all time worked.

3.3. Work Year

- 3.3.1. Unless otherwise provided by the Official School Calendar for the academic year of the Owego Apalachin Central School District, the work year for bargaining unit members shall be the period from September 1 through June 30 of each school year.

ARTICLE 4 SUB BUSINESS

4.1. Use of Buildings

- 4.1.1. SUB may use the District's School Buildings for meetings, provided that SUB follows the appropriate building use procedures for a request for building use that prior advance approval is obtained from the Superintendent of Schools or his/her designee in accordance with the District's Building Use Policy. Nothing contained herein shall require the District to grant any request for the use of District facilities.

4.2. Access to Data

- 4.2.1. Upon reasonable request, however in no circumstances more than twice per year, the District will provide to SUB a list of the names and addresses of unit members.
- 4.2.2. Upon reasonable request, however in no circumstances more than twice per year, the District will provide to SUB available summaries of the dates that bargaining unit members worked in the District.

ARTICLE 5 OBSERVATION/EVALUATION/PERSONNEL FILES

5.1. Observation

- 5.1.1. A bargaining unit member who has been formally observed may request a post observation conference with the observer which if requested, will take place at a mutually convenient time. Nothing contained herein shall require that a formal observation take place of any bargaining unit member.
- 5.1.2. The bargaining unit member will be advised of the observer's evaluation at the conference. At the bargaining unit members' request these evaluations will be reduced to writing and signed by the observer and the bargaining unit member. Said signature of the bargaining unit member shall reflect only that the bargaining unit member has seen the written evaluation and not that they necessarily agree with its contents.
- 5.1.3. The bargaining unit member may attach written comments to the observation report within ten (10) school days after receipt of a written evaluation or observation or other written document concerning the performance of the bargaining unit member.

5.2. Year End Evaluation

- 5.2.1. Bargaining unit members shall be evaluated by the building principals using the form specified in Appendix B. If any checks are in the unsatisfactory column, the form will be sent to the bargaining unit member and placed in the bargaining unit member's personnel file. If all the checks are in the satisfactory column, the form will be placed in the bargaining unit member's personnel file and no copy will be sent to the bargaining unit member.
- 5.2.2. The bargaining unit member may contact the principal related to the areas checked in the unsatisfactory column and discuss how to remedy the unsatisfactory items. The bargaining unit member may attach written comments to the evaluation report within fourteen (14) days after receipt of the written evaluation or fourteen (14) days after discussing the problem areas with the principal, whichever is longer.

5.3. Personnel Files

- 5.3.1. The bargaining unit member shall have access to his/her personnel file and may duplicate any written material concerning his/her classroom performance or other evaluatory document. Confidential pre-hire information shall not be available to the bargaining unit member or his/her designee. Copies of said material shall be available to said employee at a standard cost of \$.25 per page. Each employee who inspects his/her personnel file shall be required to sign a statement that he/she has not altered or removed any document contained therein.
- 5.3.2. With the exception of normal business communications, no material shall be placed in a bargaining unit member's personnel file without their receiving a copy of said material. Delivery shall be presumed to have been made to the bargaining unit member when the document is mailed to the last known mailing address of the bargaining unit member.

5.4 Mentoring

- 5.4.1. An extended term substitute who is a certified teacher with less than two years teaching experience and hired for an assignment expected to last longer than forty (40) days shall be given mentoring experience during the regular workday as determined appropriate by the Principal.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1. Definitions

- 6.1.1. Grievance shall mean an alleged violation of written words of this agreement.
- 6.1.2. Aggrieved party shall mean any bargaining unit member or group of members and/or SUB.
- 6.1.3. District shall mean Owego Apalachin Central School District.
- 6.1.4. Substitutes United In Broome (SUB) shall mean the organization certified by the Public Employment Relations Board to be the agent for per diem substitute teachers and per diem substitute nurses in the Owego Apalachin Central School District.

6.2. Rules

- 6.2.1. The aggrieved party (or parties) and a SUB representative must be presented at all stages of the grievance proceeding.
- 6.2.2. A grievance must be presented at the first level within fifteen (15) school days after the aggrieved party knew or should have known of the act upon which the grievance is based.

6.2.3. All grievances shall be submitted in writing on the negotiated grievance form (Appendix -A).

6.2.4. The aggrieved party shall have the right to be represented at all stages of the grievance procedure by a representative of SUB.

6.3 Level 1 -Administration

6.3.1. An aggrieved party, who alleges a violation of the written words of this agreement, is encouraged to initiate informal resolution with the appropriate administrator. If resolution is reached at this stage of the grievance procedure, the resolution shall not be deemed to be precedent setting or binding on either party in future proceedings. The resolution shall not be inconsistent with the terms of this agreement.

6.3.2. If resolution of the grievance through informal discussion is not possible, the aggrieved party may submit a formal written grievance to the appropriate administrator within ten (10) school days of the informal conference.

6.3.3. The administrator will review the grievance and render a written decision to the aggrieved party not later than ten (10) school days after receipt of the formal grievance.

6.4. Level 2 -Superintendent

6.4.1. Where the aggrieved party is not satisfied with the Level 1 decision, said party may, within (10) school days of the receipt of the Level 1 decision, initiate an appeal in writing to the Superintendent of Schools.

6.4.2. The Superintendent of Schools shall review the matter, conduct a hearing if deemed appropriate and rendered a written decision to the aggrieved party not later than twenty (20) school days from the date of receipt of the written appeal.

ARTICLE 7 MISCELLANEOUS

7.1. Smoke-Free and Tobacco-free Workplace

7.1.1. After January 1, 1995, all employees represented by Substitutes United In Broome will maintain a smoke-free/tobacco-free workplace. This means that beginning on January 1, 1995, there will be no smoking or use of tobacco products by members of the bargaining unit in any facilities or on any grounds owned by the District.

7.2. New York State Retirement Systems

- 7.2.1. Any bargaining unit member who becomes eligible to participate in the New York State Teachers' Retirement System, and who elects to be covered by the system, shall within ten (10) school days of that election or within ten (10) school days of being employed by the Owego Apalachin Central School District, notify the District's Director of Personnel, in writing, on forms supplied by the District, of that person's decision to participate in the New York State Teachers' Retirement System so that the appropriate deductions may be made by the District. Nothing contained herein shall limit the District's rights against the specific employee to obtain a full collection or any amount due and owing for contributions to the New York State Teachers' Retirement System.

7.3. Management Rights

- 7.3.1. Except as expressly and validly limited by the provisions of this agreement, the District reserves the right to unilaterally determine the standards for selection of employment; to direct and assign its employees' to take disciplinary action; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations and all of the authority, rights and responsibilities possessed by the employer are retained by it, including, but not limited to, the rights to determine the mission, purposes, objectives, policies of the employer, to determine the facilities, methods, means, and number of personnel for the conduct of the employer's programs.

ARTICLE 8 LEGISLATIVE APPROVAL

- 8.1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 9 DURATION

9.1. This agreement shall be in effect from July 1, ~~2003~~ 2007 through June 30, ~~2007~~ 2011.

ARTICLE 10 SIGNATURES

William C Russell
Dr. William Russell, Superintendent
Owego Apalachin Central School District

6/25/08
Date

Bernard C Dolan
Bernard C. Dolan
Witness for the District

6/25/08
Date

Mitchell J. Harkavy
Mitchell Harkavy, President
Substitutes United in Broome

6/25/08
Date

Gail E Morrison
Gail E. Morrison
Substitutes United in Broome

6/25/08
Date

Susan J. Leonti
Susan J. Leonti
Substitutes United in Broome

Date

Kathleen R Brainard
Kathleen (Kathy) R. Brainard
Substitutes United in Broome

6/26/08
Date

OWEGO APALACHIN CENTRAL SCHOOL DISTRICT

Owego, New York

GRIEVANCE FORM

Date of Filing: _____

Level 1 -Administration

1. Aggrieved Party:
2. Contract Provision Alleged Violated:
3. Time, Date, Place of Alleged Violation:
4. Statement of the Alleged Violation (Include Events and Conditions of the Grievance and Persons Responsible):
5. Redress Sought:

Date: _____

Signature of Grievant: _____

Response:

Date: _____

Signature of Administrator: _____

Initial Applicable Statement

_____ I hereby accept the above determination.

_____ I hereby decline the above determination.

_____ I intend to process the grievance to the next stage.

Date: _____

Signature of Grievant: _____

OWEGO APALACHIN CENTRAL SCHOOL DISTRICT

PER DIEM SUBSTITUTE TEACHER EVALUATION FORM

INSTRUCTIONS: This evaluation form is to be used by the Building or Assistant Principal for the purpose of evaluating the performance of per diem substitute teachers.

School

Evaluation of: _____

Date: _____

The evaluation is made on the basis of: _____ Frequent Observation _____ Limited Observation

PERSONAL

S

U

A. Demonstrates tact and courtesy in association with students, parents, faculty and administrators.		
B. Demonstrates dependability by reporting on time to school and classroom and by remaining in school until the designated dismissal hour.		
C. Is well-groomed and dresses appropriately for teaching assignment.		
D. Uses discretion in speaking of colleagues, school and students.		
E. Exercises good judgment in handling emergencies, interruptions in planned activities and/or extenuating circumstances		
F. Performs duties as assigned by principals and cooperates with administrators, faculty and parents.		

S = Satisfactory / U = Unsatisfactory

PROFESSIONALISM

S

U

A. Communicates effectively with students.		
B. Maintains appropriately disciplined classroom.		
C. Is attentive to the physical well-being of students.		
D. Encourages proper care and use of materials and equipment.		
E. Follows established school and School Board procedures.		
F. Displays interest in and concern for students.		
G. Follows written plans and instructions given by the classroom teacher.		
H. Leaves accurate and complete records for the classroom teacher.		

S = Satisfactory / U = Unsatisfactory

Principal's Signature

OWEGO APALACHIN CENTRAL SCHOOL DISTRICT

PER DIEM SUBSTITUTE NURSE EVALUATION FORM

INSTRUCTIONS: This evaluation form is to be used by the Building or Assistant Principal for the purpose of evaluating the performance of per diem substitute nurses.

School _____

Evaluation of: _____

Date: _____

The evaluation is made on the basis of: _____ Frequent Observation _____ Limited Observation

PERSONAL

S

U

A. Demonstrates tact and courtesy in association with students, parents, faculty and administrators.		
B. Demonstrates dependability by reporting on time to school and classroom and by remaining in school until the designated dismissal hour.		
C. Is well-groomed and dresses appropriately for nursing assignment.		
D. Uses discretion in speaking of colleagues, school and students.		
E. Exercises good judgment in handling emergencies, interruptions in planned activities and/or extenuating circumstances		
F. Performs duties as assigned by principals and cooperates with administrators, faculty and parents.		

S = Satisfactory / U = Unsatisfactory

PROFESSIONALISM

S

U

A. Communicates effectively with students.		
B. Maintains appropriately disciplined nurse's office.		
C. Is attentive to the physical well-being of students.		
D. Encourages proper care and use of materials and equipment.		
E. Follows established school and School Board procedures.		
F. Displays interest in and concern for students.		
G. Follows written plans and instructions given by the regular nurse.		
H. Leaves accurate and complete records for the nurse.		

S = Satisfactory / U = Unsatisfactory

Principal's Signature _____

